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Attorney for Plaintiffs

**FILED**  
Clerk  
District Court

**MAR 11 2008**

For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN MARIANA ISLANDS**

**NENITA G. AFRICA, ADONA D.  
CARINO, EMMA S. ESCOBAR,  
EMELITA S. MAGAYAGA, and  
ASUNCION SAPO,**

**Plaintiffs,**

**-v-**

**COMMONWEALTH GARMENT  
MANUFACTURING, INC. dba Mirage  
Saipan Co., Ltd.,**

**Defendant.**

Civil Action No. **CV 08-0014**

**COMPLAINT**

**I  
NATURE OF THE ACTION**

1. This is an action against Defendant under Title VII of Civil Rights Act of 1964 (Title VII), 42 U.S.C. §§ 2000e., *et seq.*, as amended, and under the Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621-634 for its unlawful and discriminatory employment practices towards Plaintiffs in violation of Plaintiffs' federally-protected rights, and for breach of contract, breach of implied covenant of good faith and fair dealing, and intentional infliction of emotional distress.

2. Plaintiffs complain about employment discrimination based on national origin and age, and other impermissible grounds described in this Complaint, including, but not limited to: (a) discriminatory policies, practices, and/or procedures in hiring, firing, layoffs, and job assignments and (b) differential treatment. Plaintiffs are seeking lost earnings, lost employment benefits, punitive, exemplary, compensatory, incidental, consequential damages, costs, and attorney's fees to redress Defendant's unlawful and discriminatory employment policies, practices, and/or procedures.

## II JURISDICTION AND VENUE

3. Title VII and ADEA apply to this matter through the Covenant to Establish a Commonwealth of the Northern Mariana Islands in Political Union with the United States of America, Article V, § 502(a)(2).

4. This Court has jurisdiction over Plaintiffs' Title VII and ADEA claims pursuant to 42 U.S.C. § 2000e-5(e)(3), 28 U.S.C. § 1331(a) (federal question jurisdiction), and 28 U.S.C. § 1337(a) (proceedings arising under any Act of Congress regulating commerce).

5. This action is authorized and instituted pursuant to 42 U.S.C. §§ 2000e-(f)(1) and (3) of Title VII and 29 USC § 626(e) of ADEA.

6. This Court has jurisdiction over Plaintiffs' non-Title VII and non-ADEA claims pursuant to 28 USC § 1367(a) (supplemental jurisdiction)

7. Venue in this Court is proper pursuant to 28 U.S.C. § 1391 and 42 U.S.C. § 2000e-5.(f)(3) because Defendant's unlawful and discriminatory employment practices alleged herein were committed in Saipan, Commonwealth of the Northern Mariana Islands.

**III**  
**PROCEDURAL REQUIREMENTS**

8. On different dates in November and December 2004, Plaintiffs filed charges of discrimination with the Equal Employment Opportunity Commission ("EEOC") in Saipan, Commonwealth of the Northern Mariana Islands. The charges were filed within one hundred eighty (180) days after the occurrence of one or more of the unlawful and discriminatory employment practices alleged herein pursuant to 42 U.S.C. § 2000e.5(e)(1) and 29 U.S.C. § 626(d)(1).

9. On or about October 25, 2007, the EEOC issued to each Plaintiff Notices of Right to Sue (Conciliation Failure). Plaintiffs are filing this complaint within ninety (90) days after the date they received the Notices of Right to Sue in compliance with 42 U.S.C. § 2000e-5(f)(1) and 29 U.S.C. § 626(e). Attached hereto as **Exhibits "1" to "5"** and incorporated by reference are copies of the Notices of Right to Sue.

10. All jurisdictional prerequisites to the institution of this lawsuit have been fulfilled, and Plaintiffs have exhausted their administrative remedies as required by law.

**IV**  
**PARTIES**

11. Plaintiffs, at all relevant times, were residing in Saipan, Commonwealth of the Northern Mariana Islands (CNMI), and were employees of Defendant, within the meaning of 42 U.S.C. § 2000e.(f) and 29 U.S.C. § 630(f).

12. Defendant **COMMONWEALTH GARMENT MANUFACTURING, INC. dba Mirage Saipan Co., Ltd.** (Mirage), is, and at all

1 relevant times was, a corporation organized and existing under the laws of the CNMI  
2 having its principal place of business in Saipan, CNMI.

3 13. Defendant is, and at all relevant times was, engaged in an industry  
4 affecting commerce as defined under 42 U.S.C. § 2000e(g)(h) and 29 U.S.C. §  
5 630(g)(h) who has more than 20 employees and was an employer of Plaintiffs within  
6 the meaning of 42 U.S.C. § 2000e(b) and 29 USC § 630(b).

7  
8 **V**  
9 **STATEMENT OF FACTS**

10 **National Origin Discrimination**

11 14. Plaintiffs are all nonresident workers from the Republic of the  
12 Philippines.

13 15. Plaintiffs were employed in various capacities and performed work at  
14 Defendant's garment factory located at Middle Road, Gualo Rai, Saipan, CNMI  
15 beginning on different dates in 2003 and 2004, and remained so employed pursuant to  
16 renewable 3-month temporary work authorization contracts (TWA contracts)  
17 approved by the CNMI Department of Labor (DOL) until their employment was  
18 terminated sometime in July 2004 and August 2004.

19 16. At all relevant times, each Plaintiff performed their job in a workmanlike  
20 and exemplary manner.

21 17. Defendant, at all relevant times, employed other Chinese workers under  
22 TWA contracts and 1-year employment contracts.

23 18. Plaintiffs, are informed and believe, and thereon allege, that on or about  
24 July 19, 2004, a male Filipino TWA contract worker complained at DOL.  
25

1        19. On the same day, Plaintiffs observed certain Chinese supervisors as  
2 repeatedly saying "Philippines...Philippines" in a manner and tone suggesting that an  
3 unusual occurrence involving Filipinos had happened. Plaintiffs, however at that  
4 instant, did not know the exact meaning of the utterances by the Chinese supervisors.

5        20. At around 3:00 p.m. of July 19, 2004, Plaintiffs were given notices  
6 terminating their employment effective ten days after July 19, 2004. The common  
7 ground offered by Defendant for terminating Plaintiffs' employment was that  
8 "[Plaintiffs] cannot meet the demand of the production on a daily basis."

9        21. Plaintiffs were surprised because Defendant had not previously  
10 informed them about any performance issue, specifically any failure to meet the  
11 demand of production as asserted by Defendant. To Plaintiffs' knowledge, there was  
12 no performance evaluation of Plaintiffs conducted by Defendant that could have been  
13 the basis of the termination.

14        22. Shortly after receiving her termination notice on July 19, 2004, Plaintiff  
15 Magayaga questioned her line supervisor named "Liang" why they were terminated  
16 when they have been performing their job in an exemplary manner. Ms. "Liang" told  
17 Plaintiff Magayaga - "me [Liang] asking big boss Won Bin in Hongkong."

18        23. The next following day, July 20, 2004, Plaintiff Magayaga again asked  
19 Ms. "Liang" about their termination. Ms. "Liang" told Plaintiff Magayaga that "one  
20 Filipino out, all Filipinos out" or words of similar import and meaning.

21        24. Defendant's stated ground for terminating Plaintiffs' employment was  
22 not true because Plaintiffs were performing their tasks in a satisfactory manner and  
23 they were not previously informed about any performance issue by Defendant or any  
24 of its Chinese supervisors, particularly about any failure to meet the demand of the  
25 production.

25. Plaintiffs are informed and believe, and thereon allege, that most, if not all, Filipino TWA contract workers were terminated by Defendant.

26. Plaintiffs are informed and believe, and thereon allege, that most, if not all Chinese TWA workers were not terminated, but were in fact continuously renewed after their TWA contracts expired.

27. Plaintiffs are further informed and believe, and thereon allege, that after Plaintiffs were terminated, Defendant hired more Chinese workers from other garment factories and from China.

28. Plaintiffs believe that they were terminated by Defendant because of national origin. The Equal Employment Opportunity Commission had in fact determined that “there is reasonable cause to believe that [Defendant] discriminated against [Plaintiffs] and a class of Filipino and Thai employees because of their national origin.”

## Age Discrimination

29. During their employment with Defendant, Plaintiffs Magayaga, Escobar, and Africa were repeatedly subjected to various forms of ridicule and harassments on account of age by their Chinese supervisors.

30. On one occasion, a Chinese supervisor named “Son Zhang Hualan” told Plaintiff Magayaga that “you [Magayaga] already mamasang, but Nanette [Africa] more mamasang” or words of similar import and meaning.

31. On another occasion, Plaintiff Escobar was told by her supervisor “why you Filipinas already mamasang, why wearing eyeglass, you already very old” or words of same import and meaning.

1       32. Despite Plaintiffs admonition to the Chinese supervisors not to call  
2 them as “old” or “mamasang” and to stop the insult, the Chinese supervisors  
3 persisted in saying so.

4       33. Plaintiffs Magayaga, Escobar, and Africa believe that they were also  
5 terminated due to age.

6       34. The differential treatment between Filipino workers, like Plaintiffs, and  
7 Chinese workers, in terms of, *inter alia*, hiring, firing, and lay-off occurred as a pattern  
8 and practice throughout Plaintiffs’ employment with Defendants.

9       35. As a result of Defendant’s pattern and practice of discrimination based  
10 on national origin and age, Plaintiffs experienced harm, including loss of earnings,  
11 wages, and other employment benefits. Plaintiffs were subjected to national origin  
12 and age discrimination at work, so severe and pervasive, that affects the terms and  
13 conditions of their status as employees.

14  
15                                   **VI**  
16                                   **CAUSES OF ACTION**

17                                   **First Cause of Action**  
18                                   National Origin Discrimination

19       36. Paragraphs 1 through 35 above are incorporated herein by reference as if  
20 fully pleaded in this First Cause of Action.

21       37. Defendants’ discrimination of Plaintiffs on account of their national  
22 origin constitutes an unlawful employment practice in violation of 42 U.S.C. § 2000e-  
23 2(a)(1)(2).

24       38. Defendants’ unlawful and discriminatory practices as alleged above  
25 deprived Plaintiffs of equal employment opportunities or otherwise adversely affected  
their status as employees due to their national origin.

1       39. As a direct and proximate result of Defendants' unlawful and  
2 discriminatory practices based on national origin, Plaintiffs had suffered and continue  
3 to suffer loss of earnings and other employment benefits which they otherwise would  
4 have earned.

5       40. Defendants engaged in the above-described conduct against Plaintiffs  
6 with malice and in reckless disregard of Plaintiffs' federally-protected rights thereby  
7 entitling each Plaintiff to punitive damages in an amount to be determined at trial.

8  
9                   **Second Cause of Action**  
                    Age Discrimination

10       40. Paragraphs 1 through 35 above are incorporated herein by reference as if  
11 fully pleaded in this Second Cause of Action.

12       41. The acts alleged herein constitute unlawful employment practice under  
13 29 U.S.C. § 623(a) by terminating Plaintiffs Emelita S. Magayaga, Emma S. Escobar,  
14 and Nenita G. Africa because of age.

15       42. The termination had caused the above-named Plaintiffs to suffer  
16 substantial damages for past and future pecuniary losses, mental anguish, humiliation,  
17 loss of enjoyment of life, and other non-pecuniary losses.

18       43. Defendant has acted maliciously and with reckless disregard of Plaintiffs  
19 federally protected rights by terminating Plaintiffs Magayaga, Escobar, and Africa due  
20 to age thereby entitling said Plaintiffs to punitive damages in an amount to be  
21 determined at trial.

22                   **Third Cause of Action**  
                    Breach of Contract

23  
24       44. Paragraphs 1 through 35 above are incorporated herein by reference as if  
25 fully pleaded in this Third Cause of Action.



1       45. At the date Plaintiffs' employments were terminated, there were still  
2 unexpired portions remaining in their TWA contracts which require Defendant to  
3 provide each Plaintiff work for the entire term of the contracts.

4       46. At all relevant times, Defendant had represented that their employment  
5 relationship with Plaintiffs would be based upon good faith, that Plaintiffs would be  
6 treated fairly and equitably, that Plaintiffs would be judged on the basis of individual  
7 merit and ability, that Plaintiffs would not be discriminated against, that Plaintiffs  
8 would be provided work, and that Plaintiffs would receive compensation for services  
9 rendered.

10       47. Prior to their discharge, each Plaintiff had performed all conditions,  
11 covenants, duties and responsibilities as required of them to be performed in  
12 accordance with their employment contracts.

13       48. Defendant breached Plaintiffs' employment contracts and wrongfully  
14 failed to judge each Plaintiff on the basis of merit and ability by wrongfully and  
15 without lawful cause terminating Plaintiffs.

16       49. As a result of Defendant's breach of contract, Plaintiffs have suffered  
17 lost wages and lost benefits under their employment contracts in an amount to be  
18 determined at trial.

19  
20                   **Fourth Cause of Action**

21                   Breach of Implied Covenant of Good Faith and Fair Dealing

22       50. Paragraphs 1 through 35 above are incorporated herein by reference as if  
23 fully pleaded in this Fourth Cause of Action.

24       51. The employment contracts have implied in law a covenant of good faith  
25 and fair dealing by which Defendant promised to give full cooperation to each

1 Plaintiff in their performance under the TWA contracts and to refrain from any act  
2 that would prevent or impede Plaintiffs from performing all its terms and conditions.

3 52. Defendant breached their implied covenant of good faith and fair  
4 dealing with Plaintiffs by wrongfully terminating Plaintiffs' TWA employment  
5 contracts because of national origin, and additionally with respect to Plaintiffs Emilita  
6 S. Magayaga, Emma S. Escobar, and Nenita G. Africa, because of age.

7 53. As a direct cause of Defendant's breach of implied covenant of good  
8 faith and fair dealing, each Plaintiff had suffered and continue to suffer lost earnings  
9 and other lost benefits that they would have received had Defendant not breached the  
10 TWA contracts.

11 54. As a further proximate result of the above-mentioned act of Defendant,  
12 each Plaintiff suffered mental pain, anguish, and humiliation, all to Plaintiff's damage  
13 in an amount to be established at trial.

14 55. The above-mentioned acts of Defendant were willful, wanton, malicious,  
15 and oppressive, and justify an award of punitive and exemplary damages according to  
16 proof.

17  
18 **Fifth Cause of Action**  
19 Intentional Infliction of Emotional Distress

20 56. Paragraphs 1 through 35 above are incorporated herein by reference as if  
21 fully pleaded in this Fifth Cause of Action.

22 57. Defendant, in committing the above-described acts, intended to and did  
23 inflict severe emotional distress upon Plaintiffs. Defendant acted with a reckless  
24 disregard of the probability of causing emotional distress to Plaintiffs.

25 58. As a direct result of the outrageous acts and omissions, conduct, and  
discrimination, Plaintiffs became physically distraught and sustained shock to their

nervous system and suffered emotional distress, all resulting in damages to them in an amount to be established at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request for the following relief:

- (1) An award of lost earnings and lost benefits, and punitive damages according to law and proof under the First Cause of Action;
- (2) An award of lost earnings and lost benefits, punitive and other damages according to law and proof under the Second Cause of Action;
- (3) An award of lost earnings and lost benefits, compensatory, consequential and other damages according to law and proof under the Third Cause of Action;
- (4) An award of lost earnings and lost benefits, punitive, compensatory, consequential and other damages according to law and proof under the Fourth Cause of Action;
- (5) An award of exemplary and punitive damages, compensatory damages, and damages for mental suffering, anguish, humiliation, loss of enjoyment of life, and other damages according to law and proof under the Fifth Cause of Action;
- (6) An award of reasonable attorney's fees and costs; and
- (7) Such other and further relief as this Court deems just and proper.

1 DATED this 10<sup>th</sup> day of March 2008.

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5 STEPHEN C. WOODRUFF  
6 Attorney for Plaintiffs  
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EEOC Form 161-A (3-98)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

# NOTICE OF RIGHT TO SUE (CONCILIATION FAILURE)

To: **Nenita G. Africa**  
**P.O. Box 506415**  
**Saipan Mariana Island, MP 96950**

From: **Honolulu Local Office**  
**300 Ala Moana Blvd**  
**Room 7-127**  
**Honolulu, HI 96850**



On behalf of person(s) aggrieved whose identity is  
 CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.	EEOC Representative	Telephone No.
378-2004-00704	<b>James S. Yao,</b> Investigator	<b>(808) 541-3118</b>

## TO THE PERSON AGGRIEVED:

This notice concludes the EEOC's processing of the above-numbered charge. The EEOC found reasonable cause to believe that violations of the statute(s) occurred with respect to some or all of the matters alleged in the charge but could not obtain settlement with the Respondent that would provide relief for you. In addition, the EEOC has decided that it will not bring suit against the Respondent at this time based on this charge and will close its file in this case. This does not mean that the EEOC is certifying that the Respondent is in compliance with the law, or that the EEOC will not sue the Respondent later or intervene later in your lawsuit if you decide to sue on your own behalf.

## - NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act:** This will be the notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed **WITHIN 90 DAYS** of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

Enclosures(s)

*Timothy A. Riera*  
 Timothy A. Riera,  
 Director

*10/25/07*  
 (Date Mailed)

cc: **CGMI-MIRAGE SAIPAN CO.**  
**c/o Michael Dotts, Esq.**  
**O'Connor Berman Dotts & Baner**  
**Second Fl, Nauru Bldg.**  
**P.O. Box 501969**  
**Saipan MP 96950**

**RECEIVED**

*Nenita Africa*

12-10-07

EXHIBIT 1

EEOC Form 161-A (3/88)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE  
(CONCILIATION FAILURE)

To: Adona D. Carino  
Pmb 114  
P.O.Box 10005  
Saipan Mariana Islnd, MP 96950

From: Honolulu Local Office  
300 Ala Moana Blvd  
Room 7-127  
Honolulu, HI 96850



On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

376-2005-00127

James S. Yao,  
Investigator

(808) 541-3118

## TO THE PERSON AGGRIEVED:

This notice concludes the EEOC's processing of the above-numbered charge. The EEOC found reasonable cause to believe that violations of the statute(s) occurred with respect to some or all of the matters alleged in the charge but could not obtain settlement with the Respondent that would provide relief for you. In addition, the EEOC has decided that it will not bring suit against the Respondent at this time based on this charge and will close its file in this case. This does not mean that the EEOC is certifying that the Respondent is in compliance with the law, or that the EEOC will not sue the Respondent later or intervene later in your lawsuit if you decide to sue on your own behalf.

## - NOTICE OF SUIT RIGHTS -

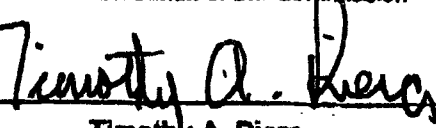
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On behalf of the Commission



Timothy A. Riera,  
Director



(Date Mailed)

Enclosures(s)

cc: CGMI-MIRAGE SAIPAN CO.  
c/o Michael Dotts, Esq.  
O'Connor Berman Dotts & Banes  
Second Fl, Nauru Bldg.  
P.O. Box 501969  
Saipan MP 96950

Ad. Carino  
Adona Carino

RECEIVED

Trini 10:24 AM  
Date: 12/17/07  
EXHIBIT 2

SEEOC Form 161-A (3/88)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE  
(CONCILIATION FAILURE)

To: Emma S. Escobar  
Pmb 114, Po Box 10005  
Saipan Mariana Islnd, MP 96950

From: Honolulu Local Office  
300 Ala Moana Blvd  
Room 7-127  
Honolulu, HI 96850



On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.	EEOC Representative	Telephone No.
378-2004-00702	James S. Yao, Investigator	(808) 541-3118

TO THE PERSON AGGRIEVED:

This notice concludes the EEOC's processing of the above-numbered charge. The EEOC found reasonable cause to believe that violations of the statute(s) occurred with respect to some or all of the matters alleged in the charge but could not obtain settlement with the Respondent that would provide relief for you. In addition, the EEOC has decided that it will not bring suit against the Respondent at this time based on this charge and will close its file in this case. This does not mean that the EEOC is certifying that the Respondent is in compliance with the law, or that the EEOC will not sue the Respondent later or intervene later in your lawsuit if you decide to sue on your own behalf.

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On behalf of the Commission

  
\_\_\_\_\_  
Timothy A. Riera,  
Director

10/25/07  
(Date Mailed)

Enclosures(s)

cc: CGMI-MIRAGE SAIPAN CO.  
c/o Michael Dotts, Esq.  
O'Connor Berman Dotts & Banes  
Second Fl, Nauru Bldg.  
P.O. Box 501969  
Saipan MP 96950

6. R Escobar 12/13/07  
**RECEIVED**  
Time: 10:24-AM

EXHIBIT 3



EEOC Form 161-A (3/98)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE  
(CONCILIATION FAILURE)

To: Emelita A. Magayaga  
P.O. Box 506415  
Saipan, MP 96950

From: Honolulu Local Office  
300 Ala Moana Blvd  
Room 7-127  
Honolulu, HI 96850



On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.	EEOC Representative	Telephone No.
376-2004-00703	James S. Yao, Investigator	(808) 541-3118

## TO THE PERSON AGGRIEVED:

This notice concludes the EEOC's processing of the above-numbered charge. The EEOC found reasonable cause to believe that violations of the statute(s) occurred with respect to some or all of the matters alleged in the charge but could not obtain settlement with the Respondent that would provide relief for you. In addition, the EEOC has decided that it will not bring suit against the Respondent at this time based on this charge and will close its file in this case. This does not mean that the EEOC is certifying that the Respondent is in compliance with the law, or that the EEOC will not sue the Respondent later or intervene later in your lawsuit if you decide to sue on your own behalf.

## - NOTICE OF SUIT RIGHTS -

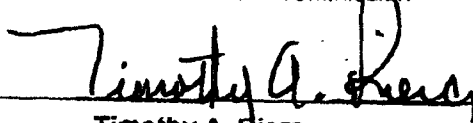
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On behalf of the Commission

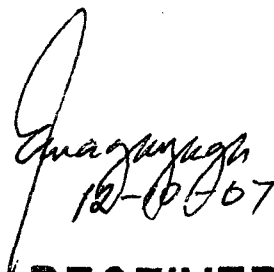


Timothy A. Fiera,  
Director

Enclosures(s)

10/25/07  
(Date Mailed)

cc: CGMI-MIRAGE SAIPAN CO.  
c/o Michael Dotts, Esq.  
O'Connor Berman Dotts & Banes  
Second Fl, Nauru Bldg.  
P.O. Box 501969  
Saipan MP 96950



RECEIVED

EXHIBIT 4



EEOC Form 181-A (3/98)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE  
(CONCILIATION FAILURE)

To: Asuncion Sapo  
C/O Corazon San Gabriel  
Pmb 114, P.O. Box 10005  
Saipan, MP 96950

From: Honolulu Local Office  
300 Ala Moana Blvd  
Room 7-127  
Honolulu, HI 96850



On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

376-2004-00706

James S. Yao,  
Investigator

(808) 541-3118

## TO THE PERSON AGGRIEVED:

This notice concludes the EEOC's processing of the above-numbered charge. The EEOC found reasonable cause to believe that violations of the statute(s) occurred with respect to some or all of the matters alleged in the charge but could not obtain settlement with the Respondent that would provide relief for you. In addition, the EEOC has decided that it will not bring suit against the Respondent at this time based on this charge and will close its file in this case. This does not mean that the EEO is certifying that the Respondent is in compliance with the law, or that the EEOC will not sue the Respondent later or interleave later in your lawsuit if you decide to sue on your own behalf.

## - NOTICE OF SUIT RIGHTS -

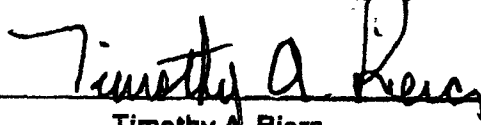
(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

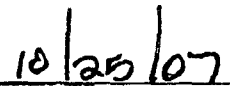
**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission



Timothy A. Riera,  
Director



(Date Mailed)

Enclosures(s)

cc: CGMI-MIRAGE SAIPAN CO.  
c/o Michael Dotts, Esq.  
O'Connor Berman Dotts & Banes  
Second Fl, Nauru Bldg.  
P.O. Box 501969  
Saipan MP 96950

ASapo  
**RECEIVED**

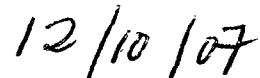


EXHIBIT 5